LAW OFFICES OF ROBERT SCOTT SHTOFMAN
Robert Scott Shtofman, Esq., SB # 135577
18150 Chardon Circle
Encino, California 91316
Telephone: (818) 609-0090 • Facsimile: (818) 609-1977
Email: rshtofman@gmail.com

SHELTON LAW, A PROFESSIONAL LAW CORPORATION
Lawrence K. Shelton, Esq., SB # 155776
3200 E. Guasti Road, Suite 100,
Ontario, California 91751
Telephone: (951) 294-1537 • Facsimile: (909) 899-2097
Email: lksattorney@gmail.com

Attorneys for Plaintiffs

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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

07/15/2025
Clerk of the Court
BY: WILMA CORRALES
Deputy Clerk

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

THE UNITED COUNCIL OF HUMAN SERVICES, a California nonprofit corporation, and GWENDOLYN WESTBROOK, an individual

Plaintiffs,

vs.

FELTON INSTITUTE, a California nonprofit corporation, formerly known as Family Service Agency of San Francisco; AL GILBERT, an individual; BAYVIEW HUNTERS POINT FOUNDATION FOR COMMUNITY IMPROVEMENT, a California nonprofit corporation; JAMES BOQUIN, an individual; YMCA OF SAN FRANCISO - BAYVIEW HUNTERS POINT; Bayview Hunters Point YMCA, aka YMCA Bayview, a California nonprofit corporation; GINA FARMER, an individual; PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. aka HELUNA HEALTH, a California

Case No. CGC-25-627252

PLAINTIFFS' COMPLAINT FOR:

(1) Interference with Contractual Relations;
(2) Interference with Prospective Economic Advantage;
(3) Conversion;
(4) Restitution / Unjust Enrichment;
(5) Wrongful Termination in Violation of Public Policy;
(6) Retaliation in Violation of Labor Code § 1102.5(B);
(7) Violation of 42 USC § 1983;
(8) Breach of Fiduciary Duty;
(9) Unfair Bus. Practices (B&P Code § 17200);
(10) Intentional Infliction of Emotional Distress
(11) Negligence.

DEMAND FOR JURY TRAL

nonprofit corporation; PETER DALE, an individual; DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING; CITY AND COUNTY OF SAN FRANCISCO, a municipal public entity' DAVE CURTO, an individual; and DOES 1 through 100, inclusive,

Defendants.

Plaintiffs THE UNITED COUNCIL OF HUMAN SERVICES, a California non-profit corporation, and GWENDOLYN WESTBROOK, an individual, and each of them, allege as follows.

I. THE PARTIES

1. Plaintiff THE UNITED COUNCIL FOR HUMAN SERVICES ("Plaintiff UCHS"), is a California non-profit corporation with its principal place of business located at 2111 Jennings Street, San Francisco, California 94124, headquartered in the Bayview-Hunters Point neighborhood of San Francisco, California.

2. At all relevant times, UCHS was one of the few Black-led and staffed organizations that operated several critical community programs including Mother Brown's Dining Room (serving 3 meals a day to homeless and poor residents, and grocery delivery services), Hope House (for Veterans Transitional Housing), Veterans Hope House Permanent Supportive Housing, Case and Peer Management (for 120 trailers at Pier 92 and 23 tents for unhoused residents on Jennings Street) and the Bayview Hope Resource Center.

3. Plaintiff GWENDOLN WESTBROOK ("Plaintiff Westbrook") is, and at all relevant times herein was, an individual residing in the County of San Francisco, State of California.

4. In the early 1980s, Plaintiff Westbrook was employed by the San Francisco City Southeast Sewage Treatment Plant for a period of approximately fourteen (14) years. During her

tenure, Plaintiff Westbrook created and directed "Project Push," a vocational training and mentorship initiative designed to serve disadvantaged and marginalized populations, specifically the youth and residents of Hunter's Point and Bayview.

5. As a result of the program's success, Plaintiff Westbrook was recruited by Westside Community, a nonprofit entity located in Oakland, California. There, Plaintiff Westbrook developed and implemented a comparable vocational initiative aimed at helping underserved residents of West Oakland. Plaintiff Westbrook served in this role for four (4) years.

6. In or around 2004, Plaintiff Westbrook was recruited by Barbara Brown (also known as "Mother Brown"), the founder of UCHS.

7. From in or around 2004 to approximately 2006, Plaintiff Westbrook's work included addressing allegations of code violations and financial delinquencies by UCHS, and Westbrook worked to bring UCHS in compliance with certain municipal regulations.

8. During this same time frame (approximately one to two years after Plaintiff's onboarding) Barbara Brown was diagnosed with terminal cancer, rendering her incapable of managing UCHS' operations. As a result, the Board of Directors of UCHS unanimously appointed Plaintiff Westbrook as Chief Executive Officer (CEO).

9. Upon her appointment, Plaintiff Westbrook promptly contacted city officials—including individuals within the Department of Adult and Aging Services (DARB)—and requested a thirty (30) day grace period to rectify compliance issues. The request was granted.

10. Through Plaintiff Westbrook, Plaintiff UCHS hired bookkeeper, James Anderson (who served for eight years), and John Pierre & Associates, Certified Public Accountants, to perform auditing and accounting services. These successfully brought UCHS into compliance with applicable municipal standards. These services were rendered for over twenty (20) years.

11. Plaintiff Westbrook has dedicated more than thirty-seven (37) years to public service within the San Francisco Bay Area, including leading efforts to house, feed, and support vulnerable and unhoused individuals through both public and private initiatives.

12. Defendant FELTON INSTITUTE ("Defendant Felton") purported to be a California non-profit corporation with its principal place of business located at 1005 Atlantic Avenue, Alameda, California 94501.

13. Defendant AL GILBERT ("Defendant Gilbert") is an individual. At all relevant times Defendant Gilbert purported to be the Chief Executive Officer of Defendant Felton.

14. As shown herein, Defendants Felton and/or Gilbert intentionally interfered with UCHS's contractual relations with third party vendors and third party providers, intentionally interfered with UCHS's prospective economic advantage, wrongfully terminated UCHS's staff, including Plaintiff Westbrook, wrongfully converted UCHS' staff, including Plaintiff Westbrook, into staff of Defendant Felton, dismantled critical homeless services, and redirected UCHS grant funding to Felton Institute for Gilbert and/or Felton's own personal and institutional enrichment.

15. Defendant BAYVIEW HUNTERS POINT FOUNDATION FOR COMMUNITY IMPROVEMENT ("Defendant Bayview") purported to be a California non-profit corporation with its principal place of business located at 1625 Carroll Avenue, San Francisco, California 94124.

16. Defendant JAMES BOQUIN ("Defendant Boquin") is an individual. At all relevant times Defendant Boquin purported to be the Chief Executive Officer of Defendant Bayview.

17. Defendant YMCA OF SAN FRANCISCO - BAYVIEW HUNTERS POINT aka YMCA Bayview ("Defendant YMCA") purported to be a California non-profit corporation with its principal place of business located at 1601 Lane Street, San Francisco, California 94124.

18. Defendant GINA FARMER ("Defendant Farmer") is an individual. At all relevant times Defendant Farmer purported to be the Chief Executive Officer of Defendant YMCA.

19. Defendant PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. aka HELUNA HEALTH ("Defendant Heluna") purported to be a California non-profit corporation.

20. Defendant PETER DALE (Defendant "Dale") is, and at all relevant times was, an employee and/or agent of Defendant Public Health Foundation Enterprises, Inc.

21. Defendant CITY AND COUNTY OF SAN FRANCISCO ("Defendant City") is a municipal corporation organized and existing under the laws of the State of California.

22. Defendant THE DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING ("Defendant HSH") is a department of Defendant City.

23. Defendant DAVE CURTO ("Defendant Curto") at all relevant times was, employed by Defendant City in the role of Deputy Director of Defendant HSH.

24. The true names and capacities, whether individual, corporate, associate, representative, or otherwise, of the defendants named herein as DOES 1 through 100, inclusive, and each of them, are unknown to Plaintiffs, who therefore sue these defendants by such fictitious names. Plaintiffs and each of them will amend this Complaint to show the true names and capacities of the fictitiously named defendants when and as they are ascertained. Plaintiffs join these fictitiously named defendants upon the belief that they participated in, contributed to, or are responsible for, the circumstances, obligations and damages set forth in this Complaint.

25. Plaintiff is informed and believes and upon that basis alleges at all relevant times, and at all times herein mentioned the defendants identified herein as DOES 1 thru 50, inclusive, and each of them, were individuals and/or firms, associations, organizations, partnerships, businesses, trusts, limited liability companies, corporations, public entities, or business entities form unknown, that were acting in their capacity as agents and/or employees of one or more of the Defendants named in this complaint, including the defendants identified herein as DOES 51 thru 100, inclusive, and each of them, and that at all relevant times the defendants identified herein as DOES 1 thru 50, inclusive, and each of them, were acting within the course and scope of such agency and/or employment

26. Plaintiff is informed and believes and upon that basis alleges at all relevant times, and at all times herein mentioned, the defendants identified herein as DOES 51 thru 100, inclusive, and each of them, were acting in their capacity as principals, employers, partners and/or joint venturers of one or more of the Defendants named in this complaint, including the

defendants identified herein as DOES 1 thru 50, inclusive, and/or each of them, and that at all relevant times DOES 51 thru 100, inclusive, and each of them, had knowledge of, consented, authorized, and/or ratified the acts of their agents, employees, partners and/or joint venturers, including the defendants identified herein as DOES 1 thru 50, inclusive, and/or each of them.

II. COMMON ALLEGATIONS

27. At all relevant times, Defendant City administered and/or funded various programs and contracts related to homelessness services and was responsible for oversight, compliance, and disbursement of public funds to service providers such as Plaintiff UCHS.

Contracts with Defendant HSH

28. At relevant times, Plaintiff UCHS had several contracts with the Defendant HSH including: Drop In Center, HH Operations, HH Leasing, HH Rental Income, Pier 94 SIP, RRF Covid, Safe Sleep Site, VA Hope House, VA HH Leasing, and VA Rental Income.

Defendant Curto

29. Plaintiffs and each of them are informed and believe and upon that basis that Defendant Curto exerted improper influence over the operations and fiscal management of Plaintiff UCHS, including coercing the organization to appoint third-party fiscal agents under threat of funding revocation.

30. In 2008, Defendant Curto, the Deputy Director of Defendant HSH, demanded the termination of Plaintiff UCHS's existing financial services providers and threatened revocation of funding should Plaintiff refuse to appoint the Bayview YMCA as the new fiscal agent.

31. Shortly thereafter, Defendant YMCA, a direct competitor of Plaintiff UCHS, appeared at a UCHS' board meeting and asserted that they had been appointed as fiscal agents by Defendant City. Plaintiff UCHS's Board objected to Defendant YMCA on the grounds of conflict of interest and lack of experience.

Defendant Bayview

32. Defendant Bayview obtained a contract with Defendant City to serve as the fiscal sponsor of Plaintiff UCHS.

33. Plaintiffs and each of them are informed and believe and upon that basis allege that this appointment was the result of improper influence and potential kickbacks involving Defendant YMCA's CEO, Gina Farmer, and Defendant Curto.

34. Defendant YMCA ultimately conceded incompetence in its role as fiscal agent and withdrew.

Defendant Heluna Health

35. In 2016, Defendant Heluna Health—a Southern California-based entity with no local oversight experience - obtained a contract with Defendant City to serve as the fiscal sponsor of UCHS.

36. Defendant Heluna Health, without transparency or accountability, assumed financial control of Plaintiff UCHS's earmarked funds and failed to provide accounting to Plaintiff UCHS' Board or to Plaintiff Westbrook. Defendant Heluna Health refused to disclose financial information. Plaintiff Westbrook's inquiries and objections were met with hostility.

37. In or around early 2020, at the onset of the COVID-19 pandemic, Plaintiff Westbrook, in her capacity as Chief Executive Officer of Plaintiff UCHS, independently solicited contributions from private donors. Utilizing those funds, Plaintiff Westbrook on behalf of Plaintiff UCHS procured approximately ninety-five (95) tents with sleeping bags, which she deployed at Martin Luther King Jr. Bayview Park in San Francisco to provide immediate shelter to unhoused individuals in response to the public health emergency.

38. On May 12, 2020, a Grant Agreement was made between Defendant Heluna Health and Defendant City.

Defendants Heluna Health and Dale

39. Defendant Heluna Health had the fiduciary responsibility of receiving City and County disbursements and promptly remitting those funds to the programmatic entity—in this case, Plaintiff UCHS. Under no circumstances was Defendant Heluna Health authorized to retain or use these funds for its own benefit.

40. Approximately one month after Defendant Heluna Health obtained a contract with Defendant City to serve as the fiscal sponsor of UCHS, Plaintiffs submitted a standard monthly invoice outlining programmatic expenses incurred by UCHS.

41. In deviation from over two decades of prior fiscal agent practices, Defendant Heluna Health unilaterally began to directly disburse payments to vendors, landlords, utility providers, and Plaintiff UCHS' staff without the knowledge, approval, or accounting to Plaintiff UCHS or its Board of Directors.

42. Defendant Heluna Health in breach of its fiduciary duties and in excess of its authority as the fiscal sponsor of UCHS, terminated the employment of each of the staff members of UCHS and made them the staff members of Helena Health.

43. Defendant Heluna Health's refusal to remit funds to Plaintiff UCHS as directed constitutes misappropriation or embezzlement of public funds and a breach of its fiduciary duties.

44. Plaintiffs through Plaintiff Westbrook lodged repeated objections and formally requested an accounting from Defendant Heluna Health. However, Peter Dale, the Director of Programs at Defendant Heluna Health, expressly refused to comply, stating that such matters were "none of [Plaintiff's] business," and withheld all financial documentation.

45. Plaintiffs through Plaintiff Westbrook escalated their concerns to Emily Cohen at the San Francisco Mayor's Office, Kathy Purdue, Program Manager for Defendant City, and an individual known as Angelina at the Department of Housing and Homeless Services.

46. Following significant favorable media coverage of the efforts of Plaintiffs UCHS and Westbrook, Jeff Kositsky, then-Director of HSH, contacted Plaintiff Westbrook and requested that she assume a leadership role over the newly proposed Pier 94 Homeless Shelter Project ("Pier 94 Project"), a publicly funded program consisting of approximately one hundred nineteen (119) mobile housing trailers located at Pier 94 on the San Francisco Embarcadero.

47. Kositsky further represented to Plaintiff Westbrook that approximately Nine Hundred Million dollars ($900,000,000.00) in funding had been allocated to the Pier 94 Project,

to be directed through Defendant Heluna Health, the fiscal intermediary assigned to administer UCHS-related public funds.

48. Plaintiff Westbrook was contacted by Defendant Dale, who for the first time requested that Plaintiff Westbrook accompany him to Pier 94. Plaintiff agreed in a spirit of professional cooperation.

49. At Pier 94 in San Francisco, California, Defendant Dale instructed Plaintiff Westbrook to board a golf cart. While traveling at an estimated ten (10) miles per hour, Defendant Dale intentionally and without provocation pushed Plaintiff Westbrook from the moving golf cart, causing Plaintiff Westbrook to strike the ground forcefully and to sustain and suffer serious injury and trauma. The cart's driver immediately stopped to assist Plaintiff Westbrook, while Defendant Dale reportedly laughed and did not deny his actions. Plaintiff Westbrook proceeded directly to the Pier 94 office and verbally reported the incident to approximately four (4) persons who were present there. The incident was reported to on-site personnel and subsequently to Plaintiff Westbrook's physician, who confirmed trauma-induced spinal damage.

50. Plaintiff Westbrook experienced severe pain for the following forty-eight (48) hours, after which she sought medical treatment. Diagnostic imaging revealed trauma to the spinal region. Her physician confirmed injury consistent with blunt force trauma, prescribed physical therapy, pain management medication, and ordered bed rest.

51. Shortly thereafter, Defendants Heluna Health and Dale abruptly resigned from their roles as fiscal agents for Plaintiff UCHS. Plaintiffs continued to seek a full accounting of the previously disclosed $900 million in public fuds, noting that essential expenses, including rent for thirty-seven (37) housing units, utilities, payroll, and vendor invoices remained unpaid.

Defendants Bayview and Boquin

52. Following the departure of Defendant Heluna Health, Defendant Bayview under the direction of Defendant Boquin obtained a contract with Defendant City to serve as the fiscal sponsor of UCHS.

53. Defendant Boquin immediately informed Plaintiff UCHS that Bouquin would manage all fiscal operations.

54. Within the first month of assuming control, Defendant Bayview through Defendant Boquin refused to pay payroll, utilities, rent, or any operational invoices of Plaintiff UCHS.

55. Further, Defendants Bayview and Boquin refused to pay rent for 37 homes utilized by UCHS for housing homeless individuals.

56. In response, Plaintiffs notified City officials, including the Director of Homeless Services, the Controller's Office, and District 10 Supervisor Shamann Walton.

57. Plaintiffs and each of them are informed and believe and upon that basis allege that the appointment Defendants Bayview and Boquin was the result of improper influence and potential kickbacks. involving Defendant Curto and Defendant YMCA's CEO, Gina Farmer.

58. In response to Plaintiffs' whistleblower activities, Defendants Bayview and Boquin retaliated against Plaintiffs UCHS and Westbrook by disseminating false and defamatory claims against Plaintiffs, and alleging embezzlement and other criminal acts by Plaintiffs. The San Francisco Police Department, City Attorney's Office and the FBI conducted investigations into the claims of Defendants Bayview and Boquin. Law enforcement visited Plaintiff Westbrook on-site at Plaintiff UCHS, and informed Plaintiff Westbrook that they did not find credible the allegations of Defendants Bayview and Boquin. The San Francisco Police Department, the City Attorney's Office, and the Federal Bureau of Investigation deemed the claims of Defendants Bayview and Boquin to be unsubstantiated. All allegations and lawsuits were dismissed.

59. Defendant YMCA ultimately conceded incompetence in its role as fiscal agent and withdrew.

60. Subsequent to the above unsubstantiated claims by Defendant Boquin, he resigned under suspicion of misappropriating approximately $90,000 in rental income.

Defendants Felton & Gilbert

61. Defendants Felton and Gilbert, its CEO, obtained a contract with Defendant City to serve as the fourth fiscal sponsor of UCHS. Defendants Felton and Gilbert undertook an unlawful, hostile corporate takeover of UCHS, by terminating all of Plaintiff UCHS' personnel, including Plaintiff Westbrook, and effectively dissolving the Pier 94 program. Defendant Felton through Gilbert canceled all rental agreements for UCHS' housing and closed the trailer-based housing program. Gilbert's annual tax returns for the tax year 2023 "tripled" to over 100 million after diverting Plaintiff's UCHS' funds to Defendant Gilbert's nonprofit entities.

62. Additionally, Defendants Felton and Gilbert attempted to have the board members of UCHS sign a "vote of no confidence" against Plaintiff Westbrook on several occasions under the guise of "conducting a survey." After several attempts by Defendants Felton and Gilbert to have the board members of UCHS sign a "vote of no confidence" against Plaintiff Westbrook, the UCHS Board banned *Defendant Gilbert* from attending any further board meetings.

63. Unsuccessful in their attempts to persuade the UCHS board to remove Plaintiff Westbrook as CEO of UCHS, Defendants Felton and Gilbert along with employee Liz Damacio-Julien, submitted a companywide email that announced the termination of Plaintiff Westbrook, and stated Plaintiff Westbrook would no longer be employed with UCHS.

64. Defendants Felton and Gilbert and their employees ousted Plaintiff Westbrook from her office, removed her from the company grounds, and demanded that she not return, stating that Gilbert was authorized to do so by Defendant City.

65. Defendants Felton and/or Gilbert appointed Gilbert as CEO for UCHS, without the 2/3 majority board vote/approval in direct violation of UCHS Bylaws, and redirected the entirety of the $900 million in grant funds originally earmarked for UCHS to Gilbert's own nonprofits, the Felton Institute, and Felton Family Services Agency of San Francisco. The organization's 2023 tax filings reflect a tripling of reported annual income, from prior years to over $100 million for the 2023 fiscal year.

66. Venue is proper in the Superior Court of California, County of San Francisco as this Court has personal jurisdiction over Defendants pursuant to California Code of Civil

Procedure section 395. In addition, Plaintiffs were engaged in business in the County of San Francisco the violations occurred in the County of San Francisco, and agreements alleged in this complaint were entered into and to be performed in the County of San Francisco.

FIRST CAUSE OF ACTION

Interference with Contractual Relations

(By Plaintiffs Against Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive)

67. Plaintiffs UCHS and Westbrook, and each of them, reallege and incorporate herein by this reference Paragraphs 1 through 66, inclusive, and each of the allegations contained therein, as though said paragraphs and allegations were fully set forth herein.

A. Defendants Felton Institute, Al Gilbert, Doe 1 through Doe 10, and Doe 51 through 60, inclusive's, Interference with Plaintiff's Contractual Relations

68. In the matter at bar, there was a valid contract between Plaintiff UCHS and Westbrook on the one hand and the City on the other hand.

69. Defendants Felton Institute, Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them, had knowledge of Plaintiffs' contractual relations with Defendant City as well as with third party vendors and employees.

70. Despite Plaintiffs' contractual relations and defendants' notice thereof, Defendants Felton Institute, Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them, interfered with Plaintiff's contractual relationship with arising out of the contract.

71. This disrupted the contractual relationship between Plaintiff UCHS and Westbrook on the one hand and Defendant City on the other hand, the Plaintiffs' vendors, and with Plaintiffs' employees, and resulted in damage to Plaintiffs UCHS and Westbrook, each in an amount in excess of the jurisdictional minimum of the California Superior Court – Unlimited Jurisdiction, the exact amounts of which will be proved at trial.

72. As a direct and proximate result of the intentional interference with Plaintiffs' contractual relationships by Defendants Felton Institute, Al Gilbert, Doe 1 through Doe 10, and Doe 51 through 60, inclusive, and each of them, Plaintiffs UCHS and Westbrook and each of them sustained general and special damages, each in an amount in excess of the jurisdictional minimum of the Superior Court-Unlimited Jurisdiction, the exact amounts of which will be proved at trial.

B. Defendants Bayview Hunters Point Foundation For Community Improvement, James Boquin, Doe 11 through Doe 20, and Doe 61 through 70, inclusive's, Interference with Plaintiff's Contractual Relations.

73. Defendants Bayview, Boquin, Does 11 through 20, inclusive, Does 61 through 70, inclusive, and/or each of them, had knowledge of Plaintiffs' contractual relations with with Defendant City as well as with third party vendors and employees.

74. Despite Plaintiffs' contractual relations, and defendants' notice thereof, Defendants Bayview, Boquin, Does 11 through 20, inclusive, Does 61 through 70, inclusive, and/or each of them, interfered with Plaintiff's contractual relationship with arising out of the above-referenced contracts.

75. This disrupted the contractual relationship between Plaintiff UCHS and Westbrook on the one hand and Defendant City on the other hand, the Plaintiffs' vendors, and with Plaintiffs' employees, and resulted in damage to Plaintiffs UCHS and Westbrook, each in an amount in excess of the jurisdictional minimum of the California Superior Court – Unlimited Jurisdiction, the exact amounts of which will be proved at trial.

76. As a direct and proximate result of the intentional interference with Plaintiffs' contractual relationships by Defendants Bayview Hunters Point Foundation For Community Improvement, James Boquin, Doe 11 through Doe 20, and Doe 61 through 70, inclusive, and each of them, Plaintiff UCHS and Westbrook and each of them sustained general and special damages, each in an amount in excess of the jurisdictional minimum of the Superior Court-Unlimited Jurisdiction, the exact amounts of which will be proved at trial.

C. Defendants Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, Does 21 through Doe 30, and Does 71 through 80, inclusive's, Interference with Plaintiff's Contractual Relations.

77. Defendants Helena Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them, had knowledge of Plaintiffs' contractual relations with Defendant City, the Plaintiffs' vendors, and Plaintiffs' employees.

78. Despite Plaintiffs' contractual relations and defendants' notice thereof, Defendants Helena Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them, interfered with Plaintiff's contractual relationship with arising out of the above-referenced contracts.

79. This disrupted the contractual relationship between Plaintiff UCHS and Westbrook on the one hand and Defendant City on the other hand, the Plaintiffs' vendors, and with Plaintiffs' employees, and resulted in damage to Plaintiffs UCHS and Westbrook, each in an amount in excess of the jurisdictional minimum of the California Superior Court – Unlimited Jurisdiction, the exact amounts of which will be proved at trial.

80. As a direct and proximate result of the intentional interference with Plaintiffs' contractual relationships by Defendants Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, Does 21 through Doe 30, and Does 71 through 80, inclusive, and each of them, Plaintiff UCHS and Westbrook and each of them sustained general and special damages, each in an amount in excess of the jurisdictional minimum of the Superior Court-Unlimited Jurisdiction, the exact amounts of which will be proved at trial.

81. The elements necessary to plead a cause of action for intentional interference with contractual relations, as follows: (1) a valid contract between plaintiff and a third party; (2) defendant's knowledge of this contract; (3) defendant's intentional acts designed to induce a breach or disruption of the contractual relationship; (4) actual breach or disruption of the contractual relationship; and (5) resulting damage. *Pacific Gas & Electric Co. v. Bear Stearns & Co.* (1990) 50 Cal. 3d 1118, 1126; *Richardson v. La Rancherita* (1979) 98 Cal.App.3d 73, 80; *Adams & Fox, Inc. v. Briney* (1974) 39 Cal.App.3d 604, 607-608; Rest.2d Torts, §§ 766, 766B.

82. "Because interference with an existing contract receives greater solicitude than does interference with prospective economic advantage . . . , it is not necessary that the defendant's conduct be wrongful apart from the interference with the contract itself." *Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal. 4th 26, 55 ("Intentionally inducing or causing a breach of an existing contract is therefore a wrong in and of itself.").

83. "An action [in tort] will lie for the intentional interference by a third person with a contractual relationship either by unlawful means or by means otherwise lawful when there is a lack of sufficient justification. [Citations.]" *H & M Associates v. City of El Centro* (1980) 109 Cal.App.3d 399, 405 quoting *Herron v. State Farm Mutual Ins. Co.* (1961) 56 Cal.2d 202, 205; see also *Imperial Ice Co. v. Rossier* (1941) 18 Cal.2d 33, 35. The tort is "a [specie] of the broader tort of interference with prospective economic advantage" involving similarity in elementary makeup and conduct while differing only in the existence of a legally binding contract. *Buckaloo v. Johnson* (1975) 14 Cal.3d 815, 823.

84. Privilege or justification for the interference is an affirmative defense, not an element of plaintiff's cause of action, and thus may not be considered in support of the trial court's action in sustaining a demurrer unless apparent upon the face of the complaint. *Buckaloo v. Johnson, supra*, 14 Cal.3d 815, 827-828; *Herron v. State Farm Mutual Ins. Co., supra*, 56 Cal.2d 202, 207; *Richardson v. La Rancherita, supra*, 98 Cal.App.3d at p. 80; *Lowell v. Mother's Cake & Cookie Co.* (1978) 79 Cal.App.3d 13, 19; *A.F. Arnold & Co. v. Pacific Professional Ins., Inc.* (1972) 27 Cal.App.3d 710, 714-715.)

85. Based on the foregoing facts and law, Plaintiffs UCHS and Westbrook state sufficient facts to state a cause of action for intentional interference with contractual relations against Defendants Felton Institute, Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them, without any elements of the tort missing.

86. Based on the foregoing facts and law, Plaintiffs UCHS and Westbrook state sufficient facts to state a cause of action for intentional interference with contractual relations against Defendants Bayview, Boquin, Does 11 through 20, inclusive, Does 61 through 70, inclusive, and/or each of them, without any elements of the tort missing.

87. Based on the foregoing facts and law, Plaintiffs UCHS and Westbrook state sufficient facts to state a cause of action for intentional interference with contractual relations against Defendants Helena Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them, without any elements of the tort missing.

88. Defendants Felton and Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them, acted willfully and with fraud, oppression, malice, and/or with deliberate indifference to the rights of Plaintiffs and each of them, when these Defendants interfered with the contractual relationship of Plaintiffs. As such, punitive damages are deserving and sought against Defendants Felton, Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them, each in an amount sufficient that such conduct will not be repeated.

89. Defendants Bayview, Boquin, Does 11 through 20, inclusive, Does 61 through 70, inclusive, and/or each of them, acted willfully and with fraud, oppression, malice, and/or with deliberate indifference to the rights of Plaintiffs and each of them, when these Defendants interfered with the contractual relationship of Plaintiffs. As such, punitive damages are deserving and sought against Defendants Bayview, Boquin, Does 11 through 20, inclusive, Does 61 through 70, inclusive, and/or each of them, each in an amount sufficient that such conduct will not be repeated.

90. Defendants Helena Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them, acted willfully and with fraud, oppression, malice, and/or with deliberate indifference to the rights of Plaintiffs and each of them, when these Defendants interfered with the contractual relationship of Plaintiffs. As such, punitive damages are deserving and sought against Defendants Helena Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them, each in an amount sufficient that such conduct will not be repeated.

SECOND CAUSE OF ACTION

(Interference With Prospective Economic Advantage)

(By Plaintiffs Against Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive)

91. Plaintiffs UCHS and Westbrook, and each of them, reallege and incorporate herein by this reference Paragraphs 1 through 66, inclusive, and each of the allegations contained therein, as though said paragraphs and allegations were fully set forth herein.

A. Defendants Felton Institute, Al Gilbert, Doe 1 through Doe 10, and Doe 51 through 60, inclusive's, Interference with Plaintiff's Prospective Economic Advantage.

92. In the matter at bar, an economic relationship existed between Plaintiffs UCHS and Westbrook on the one hand and Defendant City, the Plaintiffs' vendors, and Plaintiffs' employees, on the other hand, that contained the probability of future economic benefit to the Plaintiffs UCHS and Westbrook.

93. Defendants Felton Institute, Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them had knowledge that an economic relationship existed between Plaintiffs' Plaintiffs UCHS and Westbrook on the one hand and Defendant City, the Plaintiffs' vendors, and Plaintiffs' employees on the other hand.

94. Defendants Felton Institute, Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them intentionally engaged in the above-referenced wrongful acts which were designed to disrupt the economic relationship between Plaintiffs UCHS and Westbrook on the one hand and Defendant City, the Plaintiffs' vendors, and Plaintiffs' employees on the other hand.

95. As a direct and proximate result of the above-referenced wrongful acts of Defendants Felton Institute, Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them, there was an actual disruption of the economic relationship between Plaintiffs UCHS and Westbrook on the one hand and Defendant City, the Plaintiffs' vendors, and Plaintiffs' employees on the other hand.

96. As a direct and proximate result of the above-referenced wrongful acts of Defendants Felton Institute, Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them, Plaintiffs UCHS and Westbrook, and each of them suffered and sustained economic harm, each in an amount in excess of the jurisdictional minimum of the California Superior Court – Unlimited Jurisdiction, the exact amounts of which will be proved at trial.

97. As a direct and proximate result of intentional interference with prospective economic advantage by Defendants Felton Institute, Al Gilbert, Doe 1 through Doe 10, and Doe 51 through 60, inclusive, and each of them, Plaintiffs UCHS and Westbrook and each of them sustained general and special damages, each in an amount in excess of the jurisdictional minimum of the Superior Court-Unlimited Jurisdiction, the exact amounts of which will be proved at trial.

B. Defendants Bayview Hunters Point Foundation For Community Improvement, James Boquin, Doe 21 through Doe 20, and Doe 61 through 70, inclusive's, Interference with Plaintiff's Prospective Economic Advantage.

98. In the matter at bar, an economic relationship existed between Plaintiffs UCHS and Westbrook on the one hand and Defendant City, the Plaintiffs' vendors, and Plaintiffs' employees on the other hand, that contained the probability of future economic benefit to the Plaintiffs UCHS and Westbrook.

99. Defendants Bayview, Boquin, Does 11 through 20, inclusive, Does 61 through 70, inclusive, and/or each of them had knowledge that an economic relationship existed between Plaintiffs' Plaintiffs UCHS and Westbrook on the one hand and Defendant City, the Plaintiffs' vendors, and Plaintiffs' employees on the other hand.

100. Defendants Bayview, Boquin, Does 11 through 20, inclusive, Does 61 through 70, inclusive, and/or each of them intentionally engaged in the above-referenced wrongful acts which were designed to disrupt the economic relationship between Plaintiffs UCHS and Westbrook on the one hand and Defendant City, the Plaintiffs' vendors, and Plaintiffs' employees on the other hand.

101. As a direct and proximate result of the above-referenced wrongful acts of Defendants Bayview, Boquin, Does 11 through 20, inclusive, Does 61 through 70, inclusive, and/or each of them, there was an actual disruption of the economic relationship between Plaintiffs UCHS and Westbrook on the one hand and Defendant City, the Plaintiffs' vendors, and Plaintiffs' employees on the other hand.

102. As a direct and proximate result of the above-referenced wrongful acts of Defendants Bayview, Boquin, Does 11 through 20, inclusive, Does 61 through 70, inclusive, and/or each of them, Plaintiffs UCHS and Westbrook, and each of them suffered and sustained economic harm, each in an amount in excess of the jurisdictional minimum of the California Superior Court – Unlimited Jurisdiction, the exact amounts of which will be proved at trial.

103. As a direct and proximate result of intentional interference with prospective economic advantage by Defendants Bayview, Boquin, Does 11 through 20, inclusive, Does 61 through 70, inclusive, and each of them, Plaintiffs UCHS and Westbrook and each of them sustained general and special damages, each in an amount in excess of the jurisdictional minimum of the Superior Court-Unlimited Jurisdiction, the exact amounts of which will be proved at trial.

C. Defendants Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, Doe 21 through Doe 30, and Doe 71 through 80, inclusive's, Interference with Plaintiff's Prospective Economic Advantage.

104. In the matter at bar, an economic relationship existed between Plaintiffs UCHS and Westbrook on the one hand and Defendant City, the Plaintiffs' vendors, and Plaintiffs' employees on the other hand that contained the probability of future economic benefit to the Plaintiffs UCHS and Westbrook.

105. Defendants Heluna Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them had knowledge that an economic relationship existed between Plaintiffs UCHS and Westbrook on the one hand and Defendant City, the Plaintiffs' vendors, and Plaintiffs' employees on the other hand.

106. Defendants Heluna Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them intentionally engaged in the above-referenced wrongful acts which were designed to disrupt the economic relationship between Plaintiffs UCHS and Westbrook on the one hand and Defendant City, the Plaintiffs' vendors, and Plaintiffs' employees on the other hand.

107. As a direct and proximate result of the above-referenced wrongful acts of Defendants Heluna Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them, there was an actual disruption of the economic relationship between Plaintiffs UCHS and Westbrook on the one hand and Defendant City, the Plaintiffs' vendors, and Plaintiffs' employees on the other hand.

108. As a direct and proximate result of the above-referenced wrongful acts of Defendants Heluna Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them, Plaintiffs UCHS and Westbrook, and each of them suffered and sustained economic harm, each in an amount in excess of the jurisdictional minimum of the California Superior Court – Unlimited Jurisdiction, the exact amounts of which will be proved at trial.

109. As a direct and proximate result of intentional interference with prospective economic advantage by Defendants Heluna Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and each of them, Plaintiffs UCHS and Westbrook and each of them sustained general and special damages, each in an amount in excess of the jurisdictional minimum of the Superior Court-Unlimited Jurisdiction, the exact amounts of which will be proved at trial.

110. "Intentional interference with prospective economic advantage has five elements: (1) the existence, between the plaintiff and some third party, of an economic relationship that contains the probability of future economic benefit to the plaintiff; (2) the defendant's knowledge of the relationship; (3) intentionally wrongful acts designed to disrupt the relationship; (4) actual disruption of the relationship; and (5) economic harm proximately caused by the defendant's action." *Roy Allan Slurry Seal, Inc. v. American Asphalt South, Inc.* (2017) 2 Cal.5th 505, 509 *Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1164-1165.

111. Based on the foregoing facts and law, Plaintiffs UCHS and Westbrook state sufficient facts to state a cause of action for intentional interference with prospective economic advantage against Defendants Felton Institute, Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them, without any elements of the tort missing.

112. Based on the foregoing facts and law, Plaintiffs UCHS and Westbrook state sufficient facts to state a cause of action for intentional interference with prospective economic advantage against Defendants Bayview, Boquin, Does 11 through 20, inclusive, Does 61 through 70, inclusive, and/or each of them, without any elements of the tort missing.

113. Based on the foregoing facts and law, Plaintiffs UCHS and Westbrook state sufficient facts to state a cause of action for intentional interference with prospective economic advantage against Defendants Helena Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them, without any elements of the tort missing.

114. Defendants Felton and Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them, acted willfully and with fraud, oppression, malice, and/or with deliberate indifference to the rights of Plaintiffs and each of them, when these Defendants interfered with the prospective economic advantage of Plaintiffs. As such, punitive damages are deserving and sought against Defendants Felton, Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them, each in an amount sufficient that such conduct will not be repeated.

115. Defendants Bayview, Boquin, Does 11 through 20, inclusive, Does 61 through 70, inclusive, and/or each of them, acted willfully and with fraud, oppression, malice, and/or with deliberate indifference to the rights of Plaintiffs and each of them, when these Defendants interfered with the prospective economic advantage of Plaintiffs. As such, punitive damages are deserving and sought against Defendants Felton, Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them, each in an amount sufficient that such conduct will not be repeated.

116. Defendants Heluna Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them, acted willfully and with fraud, oppression, malice, and/or with deliberate indifference to the rights of Plaintiffs and each of them, when these Defendants interfered with the prospective economic advantage of Plaintiffs. As such, punitive damages are deserving and sought against Defendants Heluna Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them, each in an amount sufficient that such conduct will not be repeated.

THIRD CAUSE OF ACTION

Conversion

(By Plaintiffs Against Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive)

117. Plaintiffs UCHS and Westbrook, and each of them, reallege and incorporate herein by this reference Paragraphs 1 through 66, inclusive, and each of the allegations contained therein, as though said paragraphs and allegations were fully set forth herein.

A. Defendants Felton Institute, Al Gilbert, Doe 1 through Doe 10, and Doe 51 through 60, inclusive's Conversion.

118. At all relevant times, Plaintiff UCHS held an ownership interest, possessory interest, and/or the right to possess certain funding.

119. Defendants Felton and Gilbert, through the use of Gilbert's position as the CEO of Felton Institute and Felton Family Services Agency, took possession of, and continues to hold, funds and monies that belong to Defendant UCHS, despite the knowledge of Defendants Felton and Gilbert that said funds belong to UCHS.

120. Defendants Felton and Gilbert, either by themselves or with the assistance of one or more of the Defendants identified as DOES 1 through 10, inclusive, DOES 51 through 60, inclusive, and/or each of them, intentionally converted the above-referenced funding, by intentionally retaining possession of these monies for a significant period of time (i.e., to the

present date) and/or by preventing Plaintiff UCHS from having access to the above-referenced monies.

121. Defendants Felton and Gilbert, either by themselves or with the assistance of one or more of the Defendants identified as DOES 1 through 10, inclusive, DOES 51 through 60, inclusive, and/or each of them, continue to exercise full dominion and control over the above-referenced funds.

122. Plaintiffs and each of them are informed and believe and upon that basis allege that Defendants Felton and Gilbert, either by themselves or with the assistance of one or more of the Defendants identified as DOES 1 through 10, inclusive, DOES 51 through 60, inclusive, and/or each of them, have engaged in other acts of conversion to the detriment and damage of Plaintiffs UCHS and Westbrook.

123. The conversion committed by Defendants Felton and Gilbert, either by themselves or with the assistance of one or more of the Defendants identified as DOES 1 through 10, inclusive, DOES 51 through 60, inclusive, and/or each of them, was a substantial factor in causing damage to Plaintiffs UCHS and Westbrook, and each of them, each in an amount in excess of the jurisdictional minimum of the Superior Court, the exact amount of which will be proved at trial.

B. Defendants Bayview Hunters Point Foundation For Community Improvement, James Boquin, Doe 21 through Doe 20, and Doe 61 through 70, inclusive's, Conversion.

124. At all relevant times, Plaintiff UCHS held an ownership interest, possessory interest, and/or the right to possess funding which Defendants Bayview and Boquin, through the use of Boquin's position as the CEO of Bayview, took possession of, and continues to hold, despite the knowledge of Defendants Bayview and Boquin that said funds belong to UCHS.

125. Defendants Bayview and Boquin, either by themselves or with the assistance of one or more of the Defendants identified as DOES 11 through 20, inclusive, DOES 61 through 70, inclusive, and/or each of them, intentionally converted the above-referenced funding, by intentionally retaining possession of these monies for a significant period of time (i.e., to the

present date) and/or by preventing Plaintiff UCHS from having access to the above-referenced monies.

126. Plaintiffs are informed and believe and upon that basis alleges that Defendants Bayview and Boquin, either by themselves or with the assistance of one or more of the Defendants identified as DOES 11 through 20, inclusive, DOES 61 through 70, inclusive, and/or each of them, continue to exercise full dominion and control over the above-referenced funds.

127. Plaintiffs and each of them are informed and believe and upon that basis allege that Defendants Bayview and Boquin, either by themselves or with the assistance of one or more of the Defendants identified as DOES 11 through 20, inclusive, DOES 61 through 70, inclusive, and/or each of them, have engaged in other acts of conversion to the detriment and damage of Plaintiffs UCHS and Westbrook.

128. The conversion committed by Defendants Bayview and Boquin, either by themselves or with the assistance of one or more of the Defendants identified as DOES 11 through 20, inclusive, DOES 61 through 70, inclusive, and/or each of them, was a substantial factor in causing damage to Plaintiffs UCHS and Westbrook, and each of them, each in an amount in excess of the jurisdictional minimum of the Superior Court, the exact amount of which will be proved at trial.

C. Defendants Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, Doe 21 through Doe 30, and Doe 71 through 80, inclusive's, Conversion.

129. At all relevant times, Plaintiff UCHS held an ownership interest, possessory interest, and/or the right to possess funding, which Defendants Heluna Health and Dale, through the use of Dale's position as the the Director of Programs at Defendant Heluna Health, took possession of, and continues to hold, funds and monies that belong to Defendant UCHS, despite the knowledge of Defendants Bayview and Boaquin that said funds belong to UCHS.

130. Defendants Heluna Health and Dale, either by themselves or with the assistance of one or more of the Defendants identified as DOES 21 through 30, inclusive, DOES 71 through 80, inclusive, and/or each of them, intentionally converted the above-referenced funding, by intentionally retaining possession of these monies for a significant period of time (i.e., to the

present date) and/or by preventing Plaintiff UCHS from having access to the above-referenced monies.

131. Plaintiffs and each of them are informed and believe and upon that basis allege that Defendants Heluna Health and Dale, either by themselves or with the assistance of one or more of the Defendants identified as DOES 21 through 30, inclusive, DOES 71 through 80, inclusive, and/or each of them, continue to exercise full dominion and control over the above-referenced funds.

132. Plaintiffs and each of them are informed and believe and upon that basis allege that Heluna Health and Dale, either by themselves or with the assistance of one or more of the Defendants identified as DOES 21 through 30, inclusive, DOES 71 through 80, inclusive, and/or each of them, have engaged in other acts of conversion to the detriment and damage of Plaintiffs UCHS and Westbrook.

133. The conversion committed by Defendants Heluna Health and Dale, either by themselves or with the assistance of one or more of the Defendants identified as DOES 21 through 30, inclusive, DOES 71 through 80, inclusive, and/or each of them, was a substantial factor in causing damage to Plaintiffs UCHS and Westbrook, and each of them, each in an amount in excess of the jurisdictional minimum of the Superior Court, the exact amount of which will be proved at trial.

134. """Conversion is the wrongful exercise of dominion over the property of another."""" *Welco Electronics, Inc. v. Mora* (2014) 223 Cal.App.4th 202, 208. The elements of conversion are """"(1) the plaintiff's ownership or right to possession of the property; (2) the defendant's conversion by a wrongful act or disposition of property rights; and (3) damages."""" (*Ibid.*)

135. Based on the foregoing facts and law, Plaintiffs UCHS and Westbrook state sufficient facts to state a cause of action for conversion against Defendants Felton Institute, Gilbert, Does 1 through 10, inclusive, Does 51 through 60, inclusive, and/or each of them, without any elements of the tort missing.

136. Based on the foregoing facts and law, Plaintiffs UCHS and Westbrook state sufficient facts to state a cause of action for conversion against Defendants Bayview, Boquin, Does 11 through 20, inclusive, Does 61 through 70, inclusive, and/or each of them, without any elements of the tort missing.

137. Based on the foregoing facts and law, Plaintiffs UCHS and Westbrook state sufficient facts to state a cause of action for conversion against Defendants Helena Health, Dale, Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them, without any elements of the tort missing.

138. The conversion by Defendants Felton and Gilbert, either by themselves or with the assistance of one or more of the Defendants identified as DOES 1 through 10, inclusive, DOES 51 through 60, inclusive, and/or each of them, was wanton, willful, fraudulent, oppressive and malicious. As such, punitive damages are deserving and sought against Defendants Felton, Gilbert, and such persons or entities that participated in such malicious, oppressive or fraudulent behavior and conduct in an amount sufficient that such conduct will not be repeated.

139. The conversion by Defendants Bayview and Boquin, either by themselves or with the assistance of one or more of the Defendants identified as Does 11 through 20, inclusive, Does 61 through 70, inclusive, and/or each of them, was wanton, willful, fraudulent, oppressive and malicious. As such, punitive damages are deserving and sought against Defendants Bayview, Boquin, and such persons or entities that participated in such malicious, oppressive or fraudulent behavior and conduct in an amount sufficient that such conduct will not be repeated.

140. The conversion by Defendants Helena Health and Dale, either by themselves or with the assistance of one or more of the Defendants identified as Does 21 through 30, inclusive, Does 71 through 80, inclusive, and/or each of them, was wanton, willful, fraudulent, oppressive and malicious. As such, punitive damages are deserving and sought against Defendants Helena Health, Dale, and such persons or entities that participated in such malicious, oppressive or fraudulent behavior and conduct in an amount sufficient that such conduct will not be repeated.

FOURTH CAUSE OF ACTION

Restitution / Unjust Enrichment

(By Plaintiffs Against Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive)

141. Plaintiffs UCHS and Westbrook, and each of them, reallege and incorporate herein by this reference Paragraphs 1 through 66, inclusive, and each of the allegations contained therein, as though said paragraphs and allegations were fully set forth herein.

142. Plaintiffs UCHS and Westbrook, and each of them, discovered that Defendants Felton and Gilbert received benefits and unjustly retained those benefits to the detriment and damage of Plaintiffs UCHS and Westbrook.

143. Plaintiffs UCHS and Westbrook, and each of them, discovered that Defendants Bayview and Boquin received benefits and unjustly retained those benefits to the detriment and damage of Plaintiffs UCHS and Westbrook.

144. Plaintiffs UCHS and Westbrook, and each of them, also discovered that Defendants Heluna Health and Dale received benefits and unjustly retained those benefits to the detriment and damage of Plaintiffs UCHS and Westbrook.

145. In *Ghirardo v. Antonioli* (1996) 14 Cal.4th 39, 51 ("Ghirardo"), the California Supreme Court held that "Under the law of restitution, an individual may be required to make restitution if he is unjustly enriched at the expense of another. (Rest., Restitution, §1, p. 12) A person is enriched if he receives a benefit at another's expense. (Id., com. A, p. 12.) The term 'benefit' 'denotes any form of advantage.' (Id., co. b, p. 12.) Thus, a benefit is conferred not only when one adds to the property of another, but also when one saves the other from expense or loss. Even when a person has received a benefit from another, he is required to make restitution 'only if the circumstances of its receipt or retention are such that, as between the two persons, it is unjust for him to retain it.' (Id., com. c, p. 13.]" The presence of mistake, fraud, coercion or request for the activity will often cause a receipt or retention of a benefit to be deemed unjust.

First Nationwide Savings v. Perry (1992) 11 Cal.App.4th 1657, 1663; *Durell v. Sharp Healthcare* (2010) 183 Cal.App.4th 1350, 1370; 1 Witkin, Summary of Cal. Law (10th ed. 2005) Contracts, § 1020, p. 1109.)

146. The elements of an unjust enrichment claim are the "receipt of a benefit and [the] unjust retention of the benefit at the expense of another." *Professional Tax Appeal v. Kennedy-Wilson Holdings, Inc.* (2018) 29 Cal.App.5th 230, 238 quoting *Lectrodryer v. SeoulBank* (2000) 77 Cal.App.4th 723, 726.

147. Under the doctrine of Unjust Enrichment, "A person is enriched if the person receives a benefit at another's expense." *First Nationwide Savings v. Perry* (1992) 11 Cal.App.4th 1657, 1662 (citing Rest., Restitution, § 1, com. a.). "A benefit is conferred not only where one adds to the property of another, but also where one saves the other from expense or loss." *California Federal Bank v. Matreyek* (1992) 8 Cal.App.4th 125, 131.

148. "'The theory of unjust enrichment requires one who acquires a benefit which may not justly be retained, to return either the thing or its equivalent to the aggrieved party so as not to be unjustly enriched.'" *Prakashpalan v. Engstrom, Lipscomb and Lack* (2014) 223 Cal.App.4th 1105, 1132, as modified on denial of reh'g (Feb. 27, 2014) (quoting *Otworth v. Southern Pac. Transportation Co.* (1985) 166 Cal.App.3d 452, 460.

149. In *County of San Bernardino v. Walsh* (2007) 158 Cal.App.4th 533, 542 and 543, the Court of Appeal held that "where a person profits from transactions conducted by him as a fiduciary, the proper measure of damages is full disgorgement of any secret profit made by the fiduciary regardless of whether the principal suffers any damage."

> "The principle of unjust enrichment ... is broader than mere "restoration" of what the plaintiff lost. Many instances of 'liability based on unjust enrichment ... do not involve the restoration of anything the claimant previously possessed ... includ[ing] cases involving the disgorgement of profits ... wrongfully obtained....' (Rest.3d Restitution and Unjust Enrichment (Discussion Draft 2000) § 1, com. c.) "[T]he public

policy of this state does not permit one to 'take advantage of his own wrong'" regardless of whether the other party suffers actual damage. (Ward v. Taggart (1959) 51 Cal.2d 736, 741-742.) Where "a benefit has been received by the defendant but the plaintiff has not suffered a corresponding loss or, in some cases, any loss, but nevertheless the enrichment of the defendant would be unjust ... the defendant may be under a duty to give to the plaintiff the amount by which [the defendant] has been enriched." (Rest., Restitution, § 1, com. e, p. 14.).

.... The emphasis is on the wrongdoer's enrichment, not the victim's loss. In particular, a person acting in conscious disregard of the rights of another should be required to disgorge all profit because disgorgement both benefits the injured parties and deters the perpetrator from committing the same unlawful actions again. (Ward v. Taggart, supra, 51 Cal.2d at pp. 741-742; State of California v. Levi Strauss & Co. (1986) 41 Cal.3d 460, 472.) Disgorgement may include a restitutionary element, but it "may compel a defendant to surrender all money obtained through an unfair business practice ... regardless of whether those profits represent money taken directly from persons who were victims of the unfair practice." Korea Supply Co. v. Lockheed Martin Corp. (2003) 29 Cal.4th 1134, 1144-1145.) Without this result, there would be an insufficient deterrent to improper conduct that is more profitable than lawful conduct.

Disgorgement of profits is particularly applicable in cases dealing with breach of a fiduciary duty, and is a logical extension of the principle that public officials and other fiduciaries cannot profit by a breach of their duty. Where a person profits from

> transactions conducted by him as a fiduciary, the proper measure of damages is full disgorgement of any secret profit made by the fiduciary regardless of whether the principal suffers any damage. (Ward v. Taggart, supra, 51 Cal.2d at pp. 741-742; see also Rest., Restitution, § 138; CalPak Delivery, Inc. v. United Parcel Service, Inc. 91997) 52 Cal.App.4th 1, 6, 13-15 [attorney who "offered to sell out" his clients for money should not receive any amount as an attorney's fee when such action is " ' "inconsistent with the character of the profession, and incompatible with the faithful discharge of its duties" ' "].)" *[Emphasis added in underline]*

150. Here, Defendants Felton, Gilbert, Bayview, Boquin, Heluna Health, Dale, and Does 1 to 80, inclusive should be ordered to pay compensatory damages to Plaintiffs UCHS and Westbrook in an amount in excess of the jurisdictional limitations of the Superior Court – Unlimited Jurisdiction, for Defendant their unjust enrichment in accord with *Brawthen v. H & R. Block, Inc.* (1975) 52 Cal.App.3d 139, 148 [once plaintiff has shown damages with reasonable certainty, any uncertainty arising in the calculation of damages is resolved against the defendant], disagreed on another point in *Esbensen v. Userware Internat., Inc.* (1992) 11 Cal.App.4th 631, 637, fn, 3; *American Loan Corp v. California Commercial Corp.* (1963) 211 Cal.App.2d 515, 524 ["'One whose wrongful conduct has rendered difficult the ascertainment of the damages cannot escape liability because the damages could not be measured with exactness.'"].)

FIFTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(By Plaintiff Gwendolyn Westbrook Against Defendants Felton Institute, Al Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive)

151. Plaintiffs UCHS and Westbrook, and each of them, reallege and incorporate herein by this reference Paragraphs 1 through 66, inclusive, and each of the allegations contained therein, as though said paragraphs and allegations were fully set forth herein.

152. The Board of Directors of UCHS voted to keep Plaintiff Westbrook as the Director/CEO of UCHS. However, Defendants Felton and Gilbert removed Plaintiff Westbrook as UCHS's Director and CEO.

153. Defendants Felton and Gilbert purported to employ Plaintiff Westbrook. However, Defendants Felton and Gilbert thereafter terminated the employment of Plaintiff Westbrook.

154. Plaintiff Westbrook's employment was terminated in violated by public policy. in retaliation for Plaintiff Westbrook's whistle-blowing. Plaintiff Westbrook's whistleblowing included, but was not limited to, reporting Defendants Felton, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them, for not paying the costs and expenses of Plaintiff UCHS, and reporting incompetence by Defendants Felton, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them

154. The actions of Defendants Felton, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them, were and are unlawful in violation of the laws and public policy of the State of California.

155. The actions of Defendants Felton and Gilbert, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them, which culminated in the wrongful termination of Plaintiff Westbrook, were all to Plaintiff's damage in an amount in excess of the jurisdictional minimum of the Superior Court – Unlimited Jurisdiction.

156. As direct and proximate result of said wrongful acts by Defendants Felton, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them, Plaintiff Westbrook sustained general and special damages in amounts to be proven at trial.

157. As direct and proximate result of said wrongful acts by Defendants Felton, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them, Plaintiff Westbrook has suffered and will continue to suffer emotional distress, loss of earnings, future loss of earnings, loss of status and future status, loss of other employment benefits and job opportunities, all to her damage in a sum to be established according to proof.

158. As a direct and proximate result of said wrongful acts by Defendants Felton, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them, Plaintiff Westbrook suffered and will continue to suffer substantial losses in earnings and other employment benefits, along with other incidental and consequential damages and losses, all in an amount to be proven at the time of trial. Plaintiff Westbrook claims such amount as damages together with prejudgment interest pursuant to Civil Code section 3287 and any other provision of law providing for prejudgment interest.

159. As a direct and proximate result of said wrongful acts by Defendants Felton, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them, Plaintiff Westbrook has incurred attorneys' fees in an amount to be determined, for which Plaintiff Westbrook claims a sum to be established according to proof.

160. The above-described acts of Defendants Felton Institute, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them, and each of them, were willful, intentional and malicious and done with the intent to vex, injure and annoy Plaintiff and warrant the imposition of exemplary and punitive damages in an amount sufficient to punish said Defendants and to deter others from engaging in similar conduct.

SIXTH CAUSE OF ACTION

Retaliation in Violation of Labor Code Section 1102.5(B)

(By Plaintiff Gwendolyn Westbrook Against Defendants Felton Institute, Al Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive)

161. Plaintiffs UCHS and Westbrook, and each of them, reallege and incorporate herein by this reference Paragraphs 1 through 66, inclusive, and each of the allegations contained therein, as though said paragraphs and allegations were fully set forth herein.

162. At all times herein relevant, California Labor Code section 1102.5 was in full force and effect.

163. California Labor Code section 1102.5(b) provides that "An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information...to a person with authority over the employee or another employee who has the

authority to investigate, discover, or correct the violation or noncompliance...if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation..."

164. Plaintiff Westbrook disclosed to her employer Felton Institute and/or Al Gilbert information that Plaintiff Westbrook had reasonable cause to believe constituted a violation of state or federal law. Plaintiff Westbrook had reasonable cause to believe that the information she disclosed constituted violations of state and federal statutes, and the information Plaintiff reported did in fact disclose violations of state and federal statutes, including the Brown Act, California Government Code sections 54950, et. seq., and California Labor Code.

165. Defendants Felton Institute, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them failed to address, remedy, or give Plaintiff Westbrook the authority to remedy any of these reported violations.

166. Defendants Felton Institute, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them retaliated against Plaintiff Westbrook for making the disclosures described herein by engaging in the harassing and retaliatory actions described herein, which ultimately resulted in Plaintiff Westbrook being subjected to the actions detailed herein.

167. There was a causal connection between Plaintiff Westbrook's protected activity and the harassing and retaliatory actions described herein.

168. The conduct of Defendants Felton Institute, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them was a substantial factor in causing Plaintiff Westbrook's harm.

169. As a direct and proximate result of the acts of Defendants Felton Institute, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them, as alleged above, Plaintiff Westbrook has incurred and will continue to incur compensatory damages, including lost earnings and other economic damages, in an amount in excess of the jurisdictional minimum of the Superior Court- Unlimited Jurisdiction, the full amount of which will be proved at trial.

170. As a further direct and proximate result of the acts of Defendants Felton Institute, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them, as alleged above, Plaintiff Westbrook has suffered and will continue to suffer emotional distress and has been generally damaged in an amount to be ascertained at trial.

171. The above-described acts of Defendants Felton Institute, Gilbert, DOES 1 through 10, inclusive, and DOES 51 through 60, inclusive, and/or each of them, and each of them, were willful, intentional and malicious and done with the intent to vex, injure and annoy Plaintiff and warrant the imposition of exemplary and punitive damages in an amount sufficient to punish said Defendants and to deter others from engaging in similar conduct.

172. Defendants Felton Institute and Gilbert authorized and ratified the wrongful acts of their agents and employees, and knew in advance that their agents and employees were likely to commit such acts and employed them with conscious disregard of the rights or safety of others. Defendants Felton Institute and Gilbert, and/or their officers, directors, or managing agents were themselves guilty of oppression, fraud, and malice. Defendants Felton Institute, Gilbert, and the other defendants who retaliated against Plaintiff Westbrook were managing agents who were vested with discretionary authority to make decisions affecting company policy regarding significant aspects of the Defendants' business. Each of these managing agents acted with malice in engaging in the actions detailed herein in that they retaliated against Plaintiff because of the complained about California and federal statutory violations despite knowing it was illegal to do so under California law, in conscious disregard of Plaintiff's rights. In engaging in the aforementioned conduct, Defendants aided, abetted, incited, compelled, and/or coerced unlawful employment practices in violation of the Brown Act, California Government Code sections 54950, et. seq., and California Labor Code section 1102.5 (b).

173. As a further direct and proximate result of the above-described acts of Defendant, Plaintiff has necessarily incurred attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

Violation of 42 USC § 1983

(By Plaintiffs UCHS and Gwendolyn Westbrook Against Defendants City And County of San Francisco, Dave Curto, Department of Homelessness and Supportive Housing, DOES 31 through 50, inclusive, and DOES 81 through 100, inclusive.)

174. Plaintiffs UCHS and Westbrook, and each of them, reallege and incorporate herein by this reference Paragraphs 1 through 66, inclusive, and each of the allegations contained therein, as though said paragraphs and allegations were fully set forth herein.

175. Plaintiffs and each of them are informed and believe and upon that basis allege that contracts were entered into between Defendant City and/or HSH on the one hand and Defendant Felton, on the other hand, which were atypical, against local practice, and violated Plaintiffs' rights under the 14th Amendment and 42 USC Section 1983.

176. Plaintiffs and each of them are informed and believe and upon that basis allege that contracts were entered into between Defendant City and/or HSH on the one hand and Defendant Bayview, on the other hand, which were atypical, against local practice, and violated Plaintiffs' rights under the 14th Amendment and 42 USC Section 1983.

177. Plaintiffs and each of them are informed and believe and upon that basis allege that contracts were entered into between Defendant City and/or HSH on the one hand and Defendant Heluna Health, on the other hand, which were atypical, against local practice, and violated Plaintiffs' rights under the 14th Amendment and 42 USC Section 1983.

178. Defendants City, HSH, DOES 31 through 50, inclusive, DOES 81 through 100, inclusive, and/or each of them, represented to Plaintiffs UCHS and Westbrook that Defendants were placing Plaintiff UCHS on a Corrective Action Plan (CAP).

179. Instead, Plaintiff UCHS was subjected to swift and severe penalties, including termination of its contracts, criminal referrals and exclusion from future funding.

180. Meanwhile, nonprofits like HomeRise and others on "Red Flag" status, despite their egregious financial mismanagement, were permitted to continue in existence and to receive millions of dollars in public funding under Corrective Action Plans (CAP).

181. Plaintiffs and each of them are informed and believe and upon that basis allege that the acts and/or omissions of Defendants City, HSH, DOES 31 through 50, inclusive, DOES

81 through 100, inclusive, and/or each of them were arbitrary and/or influenced by political or strategic considerations, rather than grounded in objective policy enforcement, in violation of Plaintiffs' rights under the 14th Amendment and 42 USC Section 1983.

182. Plaintiffs and each of them are informed and believe and upon that basis allege that the acts and/or omissions of Defendants City, HSH, DOES 31 through 50, inclusive, DOES 81 through 100, inclusive, and/or each of them, including but not limited to the decision(s) to suspend and/or terminate Plaintiff USHS' involvement and participation in public programs, violated Plaintiffs' rights to procedural and substantive due process, equal protection under the laws, constituted one or more violations of the Brown Act, California Government Code sections 54950, et. seq., ad selective enforcement, all in violation of Plaintiffs' rights under the 14th Amendment and 42 USC Section 1983.

183. As a direct and proximate result of the above-referenced violations by Defendants City, HSH, DOES 31 through 50, inclusive, DOES 81 through 100, inclusive, and/or each of them, Plaintiffs UCHS and Gwendolyn Westbrook suffered general and special damages, each in amounts in excess of the jurisdictional minimum of the Superior Court- Unlimited Jurisdiction, the full amounts of which will be proved at trial.

184. As a further direct and proximate result of the above-referenced violations by Defendants City, HSH, DOES 31 through 50, inclusive, DOES 81 through 100, inclusive, and/or each of them, Plaintiffs UCHS and Gwendolyn Westbrook were prevented from obtaining public funding and denied public funding, lost earnings, sustained incidental and consequential damages, each in amounts in excess of the jurisdictional minimum of the Superior Court- Unlimited Jurisdiction, the full amounts of which will be proved at trial.

185. As a further direct and proximate result of the above-referenced violations by Defendants City, HSH, DOES 31 through 50, inclusive, DOES 81 through 100, inclusive, and/or each of them, Plaintiffs UCHS and Gwendolyn Westbrook are reasonably certain to lose future earnings and to sustain incidental and consequential damages in the future, each in amounts which will be proved at trial.

186. As a further direct and proximate result of the above-referenced violations by Defendants City, HSH, DOES 31 through 50, inclusive, DOES 81 through 100, inclusive, and/or each of them, Plaintiff Westbrook has suffered emotional distress and is reasonably certain to continue to suffer emotional distress, all to her damage in amounts to be proved at trial.

187. As a further direct and proximate result of the above-referenced violations by Defendants City, HSH, DOES 31 through 50, inclusive, DOES 81 through 100, inclusive, and/or each of them, Plaintiffs UCHS and Gwendolyn Westbrook were required to and did retain attorneys. Pursuant to 42 USC section 1988(b), Plaintiffs and each of them seek reimbursement of the attorney's fees and costs incurred to prosecute this matter, each in amounts which will be proved at trial.

EIGHTH CAUSE OF ACTION

Breach of Fiduciary Duties

(By Plaintiffs UCHS and Gwendolyn Westbrook Against Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive)

188. Plaintiffs UCHS and Westbrook, and each of them, reallege and incorporate herein by this reference Paragraphs 1 through 66, inclusive, and each of the allegations contained therein, as though said paragraphs and allegations were fully set forth herein.

189. At all relevant times and at all times herein mentioned, Defendants Felton, Gilbert, Bayview, Boquin, Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive, and/or each of them, owed fiduciary duties of undivided loyalty, to act with the utmost good faith, honesty and truthfulness, and in the best interests of Plaintiffs UCHS and Westbrook, and each of them.

190. At all relevant times Defendants Felton, Gilbert, Bayview, Boquin, Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive, and/or each of them breached the fiduciary duty of undivided loyalty, to act with the utmost good faith, honesty and truthfulness, and in the best interests of Plaintiffs UCHS and Westbrook, and each of them.

191. Plaintiffs UCHS and Westbrook, and each of them are informed and believe and upon that basis allege that as a direct and proximate result of the breach of fiduciary duty by Defendants Felton, Gilbert, Bayview, Boquin, Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive, and/or each of them, Plaintiffs and each of them suffered general and special damages, each in amounts which will be proved at trial.

NINTH CAUSE OF ACTION

Unfair Business Practices in Violation of Business & Professions Code Section 17200 (By Plaintiffs UCHS and Gwendolyn Westbrook Against Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive)

192. Plaintiffs UCHS and Westbrook, and each of them, reallege and incorporate herein by this reference Paragraphs 1 through 66, inclusive, and each of the allegations contained therein, as though said paragraphs and allegations were fully set forth herein.

193. California's unfair competition law prohibits not only unlawful business practices but also unfair business practices. Ca. Bus. & Prof. Code, § 17200 et seq.) The statute is intentionally broad to give the court maximum discretion to control whatever new schemes may be contrived, even though they are not yet forbidden by law. *People ex rel. Renne v. Servantes* (2001) 86 Cal.App.4th 1081, 1085 citing C*el-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.* (1999) 20 Cal. 4th 163, 180-181; *Podolsky v. First Healthcare Corp.* (1996) 50 Cal. App. 4th 632, 647.

194. The above-referenced acts and omissions by Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive, and/or each of them, constituted unfair business practices, deceptive, fraudulent, or misleading actions that cause harm to Plaintiffs and the public - conduct that was entirely unethical and unscrupulous with no redeeming value. *See*, People v. James (1981) 122 Cal.App.3d 25, 35-36.

195. As a direct and proximate result of the Unfair Business Practices of Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive, and/or each of them, in violation of Business & Professions Code section 17200 Plaintiffs and each of them lost monies from public funding ,were prevented from obtaining public funding, and were denied public funding, all o Plaintiffs' damages, each in amounts which will be proved at trial.

196. As a direct and proximate result of the Unfair Business Practices of Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive, and/or each of them, in violation of Business & Professions Code section 17200 Plaintiffs and each of them suffered economic damages, each in amounts which will be proved at trial.

197. As a direct and proximate result of the Unfair Business Practices of Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive, and/or each of them, in violation of Business & Professions Code section 17200 Plaintiffs and each of them are entitled to restitution damages, each in amounts which will be proved at trial.

TENTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(By Plaintiff Gwendolyn Westbrook Against Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive)

198. Plaintiff Westbrook realleges and incorporates herein by this reference Paragraphs 1 through 197, inclusive, each of the allegations contained therein, and each of them, as though said paragraphs and allegations were fully set forth herein.

199. Pursuant to *Christensen v. Superior Court* (1991) 54 Cal.3d 868, 903 (1991), Plaintiff is entitled to recover for the intentional infliction of emotional distress where, "(1) extreme and outrageous conduct by the defendant with the intention of causing, or reckless disregard of the probability of causing, emotional distress; (2) the plaintiffs suffering severe or extreme emotional distress; and (3) actual and proximate causation of the emotional distress by the defendant's outrageous conduct."

200. As more fully alleged above and herein, Plaintiff Westbrook was subjected to illegal acts, including acts of conversion, fraud and concealment, and retaliation by Defendants as alleged above, all actions violative of California common law, statutory law, constitutional law, and/or well-established public policy.

201. Defendants' extreme and outrageous conduct, as alleged above and herein and incorporated by reference, is imputed to Defendants, and each of them, because the Individual Defendants were managing/supervising agents of Defendants' business entity(ies).

202. As a proximate result of Defendants' conduct, Plaintiff Westbrook has suffered and continues to suffer from severe emotional distress including embarrassment, humiliation, disappointment, anxiety, and anger, all to Plaintiff Westbrook's damage in an amount to be proved and which is within the jurisdiction of this court.

203. Defendants' acts and omissions, as set forth herein above, were extreme and outrageous and were undertaken in a despicable, oppressive, deceitful, fraudulent, deliberate, egregious and inexcusable manner, with malice and oppression as defined by California Civil Code section 3294. 106. In committing the outrageous acts and omissions described herein above, Defendants, and each of them, knew or should have known that their conduct would result in Plaintiff Westbrook's severe emotional distress, and Defendants' acts and omission were perpetrated with the intent to inflict and/or with reckless disregard for the probability of inflicting humiliation, mental anguish and severe emotional distress on Plaintiff Westbrook.

204. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff Westbrook has been harmed in that Plaintiff Westbrook has suffered actual, consequential and incidental financial losses, all in an amount subject to proof at the time of trial.

205. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff Westbrook has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress. Plaintiff Westbrook has experienced, among other things, mental anguish, psychological pain and suffering, and related items such as humiliation, embarrassment, nervousness, sleeplessness, irritability, agitation, annoyance, fear, anger, anxiety, frustration, hopelessness, despair, depression, and difficulty with concentration.

206. Plaintiff Westbrook is informed and believes and thereon alleges that she will continue to experience said pain and emotional suffering for a period in the future, all in an amount subject to proof at the time of trial.

207. The actions taken toward Plaintiff Westbrook were carried out by and/ or ratified by Defendants, and each of them, including DOES 1 through 100, managing agents and/or employees of Defendants, all of whom acted in a despicable, oppressive, cruel, fraudulent, malicious, deliberate, deceitful, egregious, and inexcusable manner in order to injure and damage Plaintiff Westbrook, thereby justifying an award to her of punitive damages in a sum appropriate to punish and make an example of Defendants.

ELEVENTH CAUSE OF ACTION

Negligence

(By PlaintiffS UCHS and Gwendolyn Westbrook Against Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive)

208. Plaintiffs UCHS and Westbrook, and each of them, reallege and incorporate herein by this reference Paragraphs 1 through 66, inclusive, and each of the allegations contained therein, as though said paragraphs and allegations were fully set forth herein.

209. At all relevant times Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80,

inclusive, and each of them, were obligated to act with reasonable care and to exercise reasonable prudence with respect to Plaintiffs UCHS and Westbrook.

210. At all relevant times Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive, and each of them, breached their duty to act with reasonable care and to exercise reasonable prudence with respect to Plaintiffs UCHS and Westbrook.

211. The failure of Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive, and each of them, to act with reasonable care and to exercise reasonable prudence with respect to Plaintiffs UCHS and Westbrook constitutes negligence.

212. As a direct and proximate result of the negligence of Defendants Felton Institute, Al Gilbert, Bayview Hunters Point Foundation For Community Improvement, James Boquin, Public Health Foundation Enterprises, Inc. aka Heluna Health, Peter Dale, DOES 1 to 30, inclusive, and DOES 51 to 80, inclusive, and each of them, as set forth above, Plaintiffs UCHS and Westbrook each suffered general and special damages, all to each Plaintiffs' damage, each in an amount to be proved at trial.

WHEREFORE, Plaintiffs UCHS and Gwendolyn Westbrook pray for judgment as follows:

On the First Cause of Action:

1. For general damages in an amount to be proved at trial;
2. For special damages in an amount to be proved at trial;
3. For punitive damages to the extent permitted by law;
4. For costs; and
5. For such other and further relief as the Court deems just and proper.

On the Second Cause of Action:

1. For general damages in an amount to be proved at trial;

2. For special damages in an amount to be proved at trial;

3. For punitive damages to the extent permitted by law;

4. For costs; and

5. For such other and further relief as the Court deems just and proper.

On the Third Cause of Action:

1. For general damages in an amount to be proved at trial;

2. For special damages in an amount to be proved at trial;

3. For punitive damages to the extent permitted by law;

4. For costs; and

5. For such other and further relief as the Court deems just and proper.

On the Fourth Cause of Action:

1. For restitution damages in an amount to be proved at trial;

2. For costs; and

3. For such other and further relief as the Court deems just and proper.

On the Fifth Cause of Action:

1. For general damages in an amount to be proved at trial;

2. For special damages in an amount to be proved at trial;

3. For incidental and consequential damages in an amount to be proved at trial;

4. For attorney's fees to the extent permitted by law;

5. For punitive damages to the extent permitted by law;

6. For costs; and

7. For such other and further relief as the Court deems just and proper.

On the Sixth Cause of Action:

1. For general damages in an amount to be proved at trial;

2. For special damages in an amount to be proved at trial;

3. For incidental and consequential damages in an amount to be proved at trial;

4. For attorney's fees to the extent permitted by law;

5. For punitive damages to the extent permitted by law;

6. For costs; and

7. For such other and further relief as the Court deems just and proper.

On the Seventh Cause of Action:

1. For general damages in an amount to be proved at trial;

2. For special damages in an amount to be proved at trial;

3. For attorney's fees to the extent permitted by law;

4. For costs; and

5. For such other and further relief as the Court deems just and proper.

On the Eighth Cause of Action:

1. For general damages in an amount to be proved at trial;

2. For special damages in an amount to be proved at trial;

3. For attorney's fees to the extent permitted by law;

4. For costs; and

5. For such other and further relief as the Court deems just and proper.

On the Ninth Cause of Action:

1. For restitution damages in an amount to be proved at trial;

2. For costs; and

3. For such other and further relief as the Court deems just and proper.

On the Tenth Cause of Action:

1. For general damages in an amount to be proved at trial;

2. For special damages in an amount to be proved at trial;

3. For punitive damages to the extent permitted by law;

4. For costs; and

5. For such other and further relief as the Court deems just and proper.

On the Eleventh Cause of Action:

1. For general damages in an amount to be proved at trial;

2. For special damages in an amount to be proved at trial;

3. For costs; and

4. For such other and further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED,

DATED: July 15, 2025

By: _____

Robert S. Shtofman, Esq.
Lawrence K. Shelton. Esq.
Attorneys for Plaintiffs,
THE UNITED COUNCIL OF HUMAN SERVICES, and
GWENDOLYN WESTBROOK

DEMAND FOR JURY TRIAL

Plaintiffs THE UNITED COUNCIL OF HUMAN SERVICES and GWENDOLYN WESTBROOK hereby demand a trial by jury.

DATED: July 15, 2025

By: _____

Robert S. Shtofman, Esq.
Lawrence K. Shelton. Esq.
Attorneys for Plaintiffs